

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION**

In re:

R&J Limited Partnership
JRJ Limited Partnership

Debtor(s).

Lead Case No.: 2:15-bk-11029-NB

(Jointly Administered with 2:15-bk-11040-NB)

CHAPTER 11

**MEMORANDUM DECISION SANCTIONING
(1) ANDRES O. PACHECO AND
(2) MANUEL LUNA FOR THEIR
RESPECTIVE ROLES IN "HIJACKING"
BANKRUPTCY CASE**

Hearing:

Date: November 3, 2015

Time: 2:00 p.m.

Courtroom: 1545

Foreclosures of real property can be delayed by "hijacking" an unrelated bankruptcy case. The scheme is to create a document that purports to transfer an interest in the property to an entity that is or will be in bankruptcy, so as to make it appear that any foreclosure would violate the automatic stay of § 362(a).¹ That typically

¹ For brevity, filed documents are referred to by docket number ("dkt.") rather than their full title. Unless the context suggests otherwise, references to a "chapter" or "section" ("§") refer to the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Code"), a "Rule" means one of the Federal Rules of Bankruptcy Procedure ("FRBP"), Federal Rules of Civil Procedure ("FRCP"), or other federal or local rule, and other terms have the meanings provided in the Code, the Rules, and the parties' briefs. The

persuades the foreclosing entity to halt the foreclosure process so as not to risk sanctions for violating the automatic stay (*e.g.*, under § 362(k)). See generally *In re 4th St. E. Investors, Inc.*, 474 B.R. 709 (Bankr. C.D. Cal. 2012).

Hijackers impose huge costs on all parties and undermine the bankruptcy system. Creditors are hindered, delayed, or defrauded. Debtors to whom the property is transferred often are not participants in the scheme and yet they have to spend the time and resources to avoid being tarred with it. Even the person(s) facing foreclosure – who may be ignorant of the scheme – are harmed because typically they lose the ability to make any legitimate use of the bankruptcy system: a hijacking often results in "*in rem*" relief that prevents any future bankruptcy from halting the foreclosure. See 11 U.S.C. § 362(d)(4). In sum, hijacking warrants sanctions.

Someone hijacked this case. The question is who.

I. BACKGROUND

In 1986 Manuel Luna ("Mr. Luna") borrowed money to purchase the real property located at 11232 Magnolia Avenue, Riverside, CA 92505 (the "Magnolia Property"). He missed approximately 30 monthly payments and faced foreclosure, pursuant to a notice of default in August of 2014 and a notice of foreclosure sale in early January 2015. Dkt. 44, pp. 7-8. Later that month, just prior to the scheduled foreclosure sale, the foreclosing entity, PennyMac Loan Services, LLC ("PennyMac"), received a copy of a grant deed (the "Hijacking Deed") purportedly transferring an interest in the Magnolia Property from Mr. Luna to himself and the debtor R&J Limited Partnership as joint tenants (dkt. 44, p. 56), thereby implicating the automatic stay in R&J Limited Partnership's bankruptcy case. (The debtor has disclaimed any interest in the Magnolia Property, which is not listed on its bankruptcy schedules (dkt. 15 & 37).) PennyMac filed a motion for relief from the automatic stay (dkt. 44), which was granted (dkt. 69, as amended by dkt. 70) with "*in rem*" relief.

following discussion constitutes this court's findings of fact and conclusions of law pursuant to Rule 52 (incorporated by Rules 7052 and 9014(c)).

1 The Hijacking Deed was signed in Mr. Luna's name – although he alleges that he
2 did not sign it. It bears the notarization of Andres O. Pacheco (“Mr. Pacheco”) certifying
3 that it was executed by Mr. Luna on November 27, 2014 (dkt. 44, p. 56) approximately
4 two months before either the scheduled foreclosure sale or the commencement of this
5 bankruptcy case.

6 The question is whether this case was hijacked by Mr. Luna, Mr. Pacheco, or
7 both of them, or perhaps by unknown persons who forged the signatures of Mr. Luna or
8 Mr. Pacheco, or who duped them into the hijacking scheme. With the assistance of the
9 U.S. Trustee, this Court has engaged in numerous proceedings to attempt to uncover
10 the truth, involving a number of orders to appear and show cause (dkt. 81, 97, 100, 117,
11 121, 140), and has received oral and written testimony as described below. Although
12 Mr. Luna and Mr. Pacheco testified on separate days, each was free to attend every
13 hearing and cross examine the other.

14 **A. Mr. Luna's testimony**

15 On April 4, 2015, this court issued its *Order to Appear and Show Cause Why*
16 *Apparent "Hijacker" Should Not Be Sanctioned* (the "Luna OSC") (dkt. 81). That order
17 directed Mr. Luna to "appear . . . and show cause why he should not be sanctioned
18 under 11 U.S.C. § 105, Fed. Rule Bankr. Proc. 9011, L.B.R. 2090-1 and 2090-2, this
19 Court's General Order 96-05, this Court's inherent sanctioning authority, or any other
20 applicable law or rule." Luna OSC, p. 3:10-13.

21 Initially Mr. Luna did not appear (see dkt. 100, 121). Later, at a continued
22 hearing on July 21, 2015, he did appear, testified, and provided additional information
23 regarding Mr. Pacheco.

24 After some testimony by Mr. Pacheco, on June 9, 2015, this Court issued its
25 *Order Directing Mr. Luna, Mr. Tornay, and Mr. Pacheco, and Requesting U.S. Trustee,*
26 *to File Declarations and Appear at Continued Hearing Regarding Possible Sanctions*
27 *(“Further OSC”)* (dkt. 140). Pursuant to the Further OSC, on September 30, 2015
28 declarations were filed (dkt. 151) by both Mr. Luna and his counsel, Stephen Tornay,

1 Esq. (collectively, the “Luna Declaration”). On October 13, 2015, Mr. Luna appeared
2 and testified again.

3 The substance of Mr. Luna’s testimony was that his signature on the Hijacking
4 Deed had been forged. He implicated Mr. Pacheco.

5 **B. Mr. Pacheco’s testimony**

6 On May 15, 2015, this court issued its *Order that Notary Public Appear and (1)*
7 *Disclose Information and (2) Show Cause Why Sanctions Should Not be Imposed for*
8 *Role In Apparent “Hijacking”* (the “Pacheco OSC”) (dkt. 97). Pursuant to that order Mr.
9 Pacheco appeared and testified on June 9, 2015. Thereafter, pursuant to the Further
10 OSC, Mr. Pacheco testified at the hearing on October 13, 2015.

11 Mr. Pacheco testified that the November 27, 2014 date of notarization was
12 accurate and that he had observed Mr. Luna sign the grant deed on that date. Mr.
13 Pacheco did not support this testimony with his notary book. He testified that the book
14 was stolen out of his car, or perhaps lost, while the car was being repaired.

15 On October 30, 2015, after this court had received all of the testimony in this
16 matter, Mr. Pacheco, with the help of the U.S. Trustee, submitted a number of
17 documents that he had referenced during his testimony. These were entered on the
18 docket (“Pacheco Documents”) (dkt. 172).

19 **II. BOTH MR. LUNA AND MR. PACHECO HIJACKED THIS CASE**

20 **A. Mr. Pacheco is a hijacker**

21 The evidence is overwhelming that Mr. Pacheco participated in the hijacking of
22 this case. (In fact, he may have been the principal orchestrator of the hijacking, although
23 this Court makes no finding on this issue.)

24 Notarizing and backdating Hijacking Deed. Mr. Pacheco admitted that he
25 notarized the Hijacking Deed. He could not provide any credible explanation why,
26 according to both his written notarization and his oral testimony, he notarized that
27 document before R&J Limited Partnership filed this bankruptcy. That timing means one
28 of two things.

1 The first alternative is that Mr. Pacheco or someone at whose behest he was
2 acting knew in advance that R&J Limited Partnership would file for bankruptcy –
3 because the only apparent reason to transfer the property was to get the benefit of the
4 automatic stay, so if R&J Limited Partnership was not going to file for bankruptcy then
5 there was no point in transferring it an interest in the property. But there is no evidence
6 that there was any way anyone would know that in advance.

7 The other alternative is that Mr. Pacheco back-dated the Hijacking Deed to make
8 it appear to be a prepetition transfer. Back-dating is a common practice in hijacking
9 schemes, apparently because hijackers are concerned that a postpetition transfer might
10 be too suspicious and might not adequately implicate the automatic stay and stop the
11 foreclosure sale.

12 Alleged theft of notary book. Mr. Pacheco's testimony regarding his allegedly
13 stolen notary book is not credible on its face, both because that book would be an
14 unusual thing for someone to want to steal and because he admits that he made no
15 police report. It was when he was questioned about this that he first suggested that
16 maybe the book had been lost, but he also claimed that other valuable items were
17 missing including an iPad, which reinforces the conclusion that either he was
18 exceptionally cavalier about the likely theft of his assets, or, as this Court finds, he was
19 not testifying truthfully. Pacheco Testimony, June 9, 2016 at approximately 12:34 p.m.
20 and 12:46-12:48 p.m.

21 Alleged reporting of notary book's loss to the Secretary of State. In addition,
22 although Mr. Pacheco testified that he reported the loss of his book to the Secretary of
23 State, there is no written evidence of such a report (and, although it is by no means
24 critical to this decision, this Court notes that at the continued hearing, when Mr.
25 Pacheco chose not to be present and thus made no objection, counsel for the U.S.
26 Trustee made an offer of proof that the Secretary of State reported that it had no record
27 of any such communication from Mr. Pacheco). Moreover, supposing for the sake of
28 discussion that Mr. Pacheco had reported to the Secretary of State that he needed to

1 replace his book, that does not help Mr. Pacheco because it would be consistent with
2 either (i) a theft of the book, as he alleges, or (ii) trying to cover his tracks by disposing
3 of the book, as the other evidence suggests.

4 Financial incentive. Mr. Pacheco is a real estate broker who was attempting to
5 complete a "short sale" of the Magnolia Property. He would receive a commission if the
6 sale were to be completed. But he was out of time. On January 27, 2015 at 5:34 p.m.
7 he sent an email to a loan resolution specialist at PennyMac stating, "We are getting
8 everything ready for a Friday [January 30, 2015] closing [of the short sale]." Dkt. 172,
9 p.9. But that would be a day too late, as confirmed the next day by PennyMac's
10 employee who emailed, "Short sale approval expires tomorrow [Thursday] and short
11 sale needs to close before FRIDAY [m]eaning funds need to be wired [to PennyMac
12 and be] received by 3pm pst on [Thursday] 1/29 [2015]!" Dkt. 172, p.9 (capitalization
13 and exclamation point in original). In other words, Mr. Pacheco had a financial incentive
14 to stave off foreclosure so that he could obtain a commission.

15 Sequence and timing of events. The Hijacking Deed was recorded on January
16 28, 2015 at 12:35 p.m. (PennyMac Motion, dkt. 44, p. 56). Approximately an hour later,
17 at 1:46 p.m. (according to Mr. Luna's testimony at the hearing on October 13, 2015 at
18 approximately 1:52 p.m., while reviewing the text messages on his telephone on the
19 stand), Mr. Pacheco sent a text message to Mr. Luna containing a photograph of the
20 recorded Hijacking Deed. The Hijacking Deed was faxed to PennyMac later that day
21 around 3:27 p.m.

22 Mr. Pacheco explained that he had (unnamed) friends at the title company who
23 kept him apprised of encumbrances and sent him the Hijacking Deed, and that he
24 forwarded it to Mr. Luna because he knew that Mr. Luna would be interested (Pacheco's
25 testimony on October 13, 2015 at approximately 3:37 p.m.). Those explanations lack
26 any corroboration and would amazing coincidences of timing. Mr. Pacheco's testimony
27 was not credible.

28 Relationship with Mr. Luna. Mr. Pacheco's attempts to minimize his relationship

1 with Mr. Luna are unconvincing. Both during his live testimony (on October 13, 2016 at
2 approximately 1:55 p.m.) and in the filed documents, Mr. Luna pointed to a number of
3 text messages and documents (including the Hijacking Deed and a draft of a State
4 Court complaint, dkt. 172) showing considerable contact with Mr. Pacheco.

5 Based on the foregoing, this Court finds that the only plausible explanation is that
6 Mr. Pacheco participated in hijacking this bankruptcy case, including back-dating his
7 notarization of the Hijacking Deed. He did so to implicate the automatic stay in the
8 bankruptcy case of R&J Limited Partnership, and thereby fend off the foreclosure in
9 hopes that he could complete the short sale and receive his commission.

10 **B. Mr. Luna is also a hijacker**

11 Mr. Luna also played a central role in hijacking this case.

12 Signature on Hijacking Deed. Mr. Luna's primary defense is to claim that his
13 signature was forged. On its face, that does not appear to be so. Comparing the
14 signature on the grant deed (dkt. 44, p. 56) with signatures that Mr. Luna stipulated
15 were his and accurate (e.g., dkt. 172, p 17), they are substantially identical.

16 Lack of reaction to Hijacking Deed. As noted above, Mr. Luna's own testimony at
17 the hearing on October 13, 2015, while reviewing the text messages on his mobile
18 phone on the stand, was that Mr. Pacheco texted him a photo of the Hijacking Deed at
19 1:46 p.m. on January 28, 2015. According to Mr. Luna that would have been an
20 unauthorized transfer using his forged signature. Normally anyone whose property has
21 been stolen with a forged instrument would immediately call, text, email, and otherwise
22 follow up in as many ways as possible. There was no evidence of such a reaction.

23 Approximately two weeks before this testimony, Mr. Luna completely
24 contradicted it in the Luna Declaration (dkt. 151, p.7), executed on September 28, 2015.
25 He declared that until sometime in the prior few weeks (August or September of 2015)
26 he was "completely unaware that the [Magnolia P]roperty had been transferred out of
27 [his] name and [that] a bankruptcy petition [had been] filed[.]" *Id.*, p.6 at ¶ 8. That was
28 an outright falsehood.

1 If any more evidence were needed to undermine Mr. Luna's version of events, he
2 also had notice of the Hijacking Deed when he was served with the PennyMac Motion
3 on March 16, 2015 (dkt. 44, at PDF pp. 12-13). That motion identifies the "Property at
4 Issue" as the Magnolia Property (dkt. 44, p. 3, para. 2) and it includes the Hijacking
5 Deed as an exhibit (dkt. 44, Ex. 5, at PDF p.56). Mr. Luna did not file any response to
6 the PennyMac Motion.

7 Mr. Luna attempts to support his assertion that he did not know about the
8 hijacking by declaring that in August of 2015 he still thought that Mr. Pacheco was
9 "actively trying to work out a short sale or loan modification" and, not hearing back, he
10 then wrote to PennyMac "who I believed was the lender, and requested copies of the
11 documents." Luna Decl. (dkt. 151) p. 6, ¶ 6. Mr. Luna asserts that his copy of that letter
12 to PennyMac "evidences my ignorance of what was actually transpiring at the time, and
13 my being unaware that the property had been foreclosed upon." *Id.*

14 First, the letter to PennyMac (dkt. 151, Ex.4, at PDF p.17) requests information
15 about an attempted 2013 short sale, not the attempted 2015 short sale. Second, the
16 letter simply requests copies of documents, which could be for any purpose – e.g.,
17 suing Mr. Pacheco for his role in the loss of the property through foreclosure – so it
18 does not establish any ignorance of the hijacking. Third, although this Court granted
19 relief from the automatic stay to foreclose in early April of 2015 (dkt. 69, as amended by
20 dkt. 70), thereafter this Court did not keep track of when the actual foreclosure was
21 scheduled to occur, and it is entirely plausible that Mr. Luna did not either. Like many
22 borrowers, Mr. Luna appears to have had his head in the sand and continued to hope
23 that he could work out a deal with PennyMac.

24 Whatever the explanation for Mr. Luna's letter to PennyMac, the larger point is
25 that his own testimony and telephone records show without a doubt that he knew of the
26 Hijacking Deed as of January 28, 2015. He also received a copy of that document with
27 the PennyMac Motion in March of 2015. Mr. Luna's lack of reaction to the Hijacking
28 Deed is powerful evidence that he was a conspirator in the hijacking.

1 Lack of candor about defaults. Mr. Luna attests that he “fell behind in his
2 mortgage payments by three or four months.” Luna Declaration ¶ 1. In fact, the
3 evidence submitted with the PennyMac Motion that shows that Mr. Luna had missed 30
4 payments in the approximate amount of \$56,136.30 (dkt. 44, p. 8).

5 Lack of candor about experience. Mr. Luna’s asserted general unawareness of
6 how transfers of real property work and feigned mystique about the bankruptcy process
7 are directly undermined by the fact that he has been a licensed real estate agent for 10
8 years (license number 01366025) and he has had the experience of filing two
9 bankruptcy cases himself (6:10-bk-47003-CB and 8:09-bk-15448-TA).

10 Relationship with Mr. Pacheco. Mr. Luna and Mr. Pacheco had contact for a
11 number of months prepetition regarding the Magnolia Property. Mr. Luna had received
12 numerous text messages from Mr. Pacheco. There was testimony as well as written
13 evidence (dkt. 151, Ex. 4, at PDF p. 17) that in 2013 or 2014 Mr. Pacheco served as Mr.
14 Luna’s listing agent for the Magnolia Property for a prior attempted short sale. Mr.
15 Pacheco also had a copy of a draft pleading signed by Mr. Luna (see dkt. 172, p. 17).
16 In short, Mr. Luna and Mr. Pacheco are closely connected.

17 Based on the foregoing, this Court finds that Mr. Luna, too, played a central role
18 in the hijacking of this case. His arguments that he was unaware of what was occurring
19 are simply not credible.

20 **III. SANCTIONS ARE APPROPRIATE UNDER THIS COURT'S INHERENT POWERS**

21 A Bankruptcy Court’s inherent powers, as a court created by Congress, allow it to
22 sanction an attorney or other person based upon explicit findings of “bad faith” or “willful
23 misconduct.” *In re Lehtinen*, 564 F.3d 1052, 1058 (9th Cir. 2009). The Ninth Circuit has
24 thus far declined to decide “whether the bankruptcy court must find bad faith by clear
25 and convincing evidence or under a preponderance of the evidence standard[.]” *In re*
26 *Dyer*, 322 F.3d 1178, 1197 no. 20 (9th Cir. 2003) (citing *Hanshaw Enters., Inc. v.*
27 *Emerald River Dev., Inc.*, 244 F.3d 1128, 1143 no. 11 (9th Cir. 2001)). This court
28 assumes without deciding that the “clear and convincing” standard applies.

1 "[W]hen using the inherent sanction power, due process is accorded as long as
2 the sanctionee is 'provided with sufficient, advance notice of exactly which conduct was
3 alleged to be sanctionable, and [was] furthermore aware that [he] stood accused of
4 having acted in bad faith.'" *In re Lehtinen*, 564 F.3d at 1060 (internal citations omitted,
5 first modification added, other modifications in original). The extensive proceedings and
6 orders to show cause have provided both Mr. Pacheco and Mr. Luna with more than
7 adequate advance notice of exactly the conduct at issue. This Court was concerned
8 about their possible involvement in hijacking this case and taking advantage of the
9 automatic stay of innocent debtor R&J Limited Partnership. Both Mr. Luna and Mr.
10 Pacheco have appeared multiple times on these very issues and have been afforded
11 ample opportunity to justify the circumstances surrounding the transfer of the Magnolia
12 Property. Due process has been satisfied.

13 There is clear and convincing evidence, set forth above, that Mr. Pacheco acted
14 in bad faith, and additionally and alternatively engaged in willful misconduct, by
15 backdating the subject grant deed of the Magnolia Property in order to hijack this case
16 and improperly take advantage of R&J Limited Partnership's automatic stay in an
17 improper attempt to delay foreclosure. There is also clear and convincing evidence that
18 Mr. Luna acted in bad faith, and additionally and alternatively engaged in willful
19 misconduct, by executing the Hijacking Deed and acting in concert with Mr. Pacheco to
20 hijack this case and improperly delay foreclosure of the Magnolia Property.

21 **IV. SPECIFIC SANCTIONS**

22 **A. Monetary sanctions**

23 As noted at the start of this memorandum decision, hijacking causes significant
24 harm to the bankruptcy system, as well as all parties in interest. Punitive sanctions are
25 warranted. "[T]he inherent sanction authority 'does not authorize *significant* punitive
26 damages.'" *In re Lehtinen*, 564 F.3d at 1059 (emphasis added) (*quoting In re Dyer*, 322
27 F.3d at 1197); *see also Mark Industries, Ltd. v. Sea Captain's Choice, Inc.*, 50 F.3d 730,
28 733 (9th Cir. 1995) (upholding, though limiting, order of monetary sanctions payable to

1 court under court's inherent authority).

2 In exercising its discretion, this Court takes into consideration not only the bad
3 faith and willful misconduct detailed above but also mitigating circumstances, including
4 that Mr. Luna no doubt acted out of desperation, he and Mr. Pacheco no doubt saw
5 themselves as doing no more than many others do, and this Court lacks full information
6 regarding which of these two real estate professionals came up with the hijacking
7 scheme or was the principal mover. Based on all of these things, this Court finds and
8 concludes that it is appropriate to sanction Mr. Pacheco in the amount of \$3,000 made
9 payable to the Court, and separately (not jointly) it is appropriate to sanction Mr. Luna
10 \$2,000 made payable to the Court, for total sanctions of \$5,000. Separate judgments
11 will be issued against each of them, in those amounts.

12 **B. Referral to California Bureau of Real Estate**

13 It is well established that Bankruptcy Courts can and should take steps to prevent
14 professionals who are a danger to the public from continuing to threaten the public
15 welfare. Attorneys, for example, are subject to "disbarment or suspension from
16 practice" by Bankruptcy Courts. *In re Nguyen*, 447 B.R. 268, 281 (9th Cir. BAP 2011)
17 (citing F.R.B.P. 9011 and 11 U.S.C. § 105(a)); *see also In re Lehtinen*, 564 F.3d at 1059
18 (bankruptcy courts have power to suspend attorneys under their inherent powers for
19 "bad faith and willful misconduct," provided the attorney is accorded due process, and
20 disbarment proceedings "are not for the purpose of punishment but to maintain the
21 integrity of the courts and the profession" (internal citation omitted)); *In re Brooks-*
22 *Hamilton*, 400 B.R. 238, 253 (9th Cir. BAP 2009) (citing *In re Crayton*, 192 B.R. 970,
23 978 (9th Cir. BAP 1996)).

24 Mr. Pacheco is a licensed real estate broker, License number 01312531, and,
25 based on this Court's judicial notice from a search of the State of California Bureau of
26 Real Estate website, he is still in good standing. Mr. Luna is a licensed real estate
27 agent, License number 01366025, and based on a search of the Bureau of Real Estate
28 website, he, too, is in good standing.

1 Based on the above-described bad faith and willful misconduct in hijacking R&J
2 Limited Partnership's bankruptcy case, and the false statements by Mr. Pacheco and
3 Mr. Luna under oath, this Bankruptcy Court finds and concludes that it is appropriate to
4 request that the U.S. Trustee submit complaints against Mr. Pacheco and Mr. Luna to
5 the Bureau of Real Estate, together with a copy of this memorandum decision. The
6 U.S. Trustee is directed to the online submission form for complaints available on the
7 Bureau of Real Estate website (<http://enforcement.bre.ca.gov/eocs/>).

8 To the extent that the Bureau of Real Estate may find it helpful and proper to
9 consider this Bankruptcy Court's recommendation, that recommendation is, as to Mr.
10 Pacheco, to impose a sanction between a minimum of suspension of his license for one
11 year and a maximum of three years. As to Mr. Luna, that recommendation is to impose
12 a sanction between a minimum of suspension of his license for 6 months and a
13 maximum of three years. This Bankruptcy Court emphasizes that it offers the foregoing
14 solely to the extent, if any, that it may be helpful, and does not seek in any way to
15 impinge on the exclusive authority of the Bureau of Real Estate in these matters.

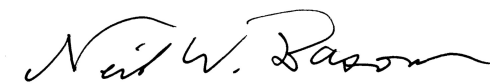
16 **V. CONCLUSION**

17 This Bankruptcy Court finds and concludes that Mr. Pacheco and Mr. Luna
18 hijacked this bankruptcy case. Such conduct causes serious harm to the bankruptcy
19 process and all parties in interest, and justifies both monetary sanctions and referral to
20 the Bureau of Real Estate.

21 This Court will issue separate judgments imposing monetary sanctions against
22 Mr. Pacheco and Mr. Luna.

23
24 Date: February 19, 2016

#



Neil W. Bason
United States Bankruptcy Judge

CERTIFICATE OF SERVICE

I, the below-named deputy clerk of the United States Bankruptcy Court, hereby certify that

☒ on the date set forth below OR

☐ if after 3:00 p.m., on the next business day that is not a court-observed holiday,

I served a copy of the attached order or judgment on the parties listed below by placing a true and correct copy thereof in a sealed envelope for collection and mailing so as to cause it to be deposited in the United States mail, first class, postage prepaid, and addressed as follows:

Hijacker

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☐ Service information continued on attached page

Date: 02/19/16

/s/ Dina Ghaltchi Johnson
Deputy Clerk – Dina Ghaltchi Johnson